

01F

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

**FILED**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.  
★ MAY 17 2012 ★

**BROOKLYN OFFICE**

RENDELL ROBINSON,

Plaintiff, **STIPULATION OF SETTLEMENT  
AND ORDER OF DISMISSAL**

-against-

YOLANDA FRANCIS AND CAPTAIN WILLIAM KAUFMAN, 10 CV 4947 (AAR/RLM)

Defendants.

WHEREAS, plaintiff commenced this action by filing a complaint on or about October 22, 2010, alleging that the defendants violated plaintiff's federal civil and state common law rights were violated; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff RENDELL ROBINSON has agreed to settle this matter on the terms enumerated below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED,** by and between the undersigned, as follows:

1. The above-captioned action, Rendell Robinson v. City of New York, et al., 10 CV 04947 (AAR/RLM) (E.D.N.Y.) ("this action"), is hereby dismissed against the defendants, with prejudice, and without costs, expenses, or attorney's fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff, RENDELL ROBINSON, the sum of SIX THOUSAND DOLLARS (\$6,000), in full satisfaction of all claims, including all claims for costs, expenses, and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal with prejudice of all the claims against the defendants, both served and unserved, Yolanda Francis, Captain William Kaufman and Felene Breeland, and to release all defendants, the City of New York, and any present or former employees and agents of the City of New York or entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws

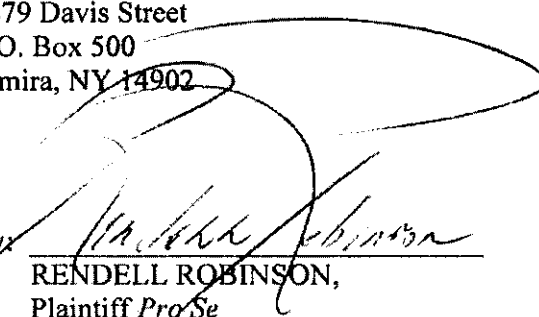
of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless the City of New York and the defendants, both served and unserved, Yolanda Francis, Captain William Kaufman and Felene Breeland, regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Rendell Robinson  
#07-A-6175  
Elmira Correctional Facility  
1879 Davis Street  
P.O. Box 500  
Elmira, NY 14902

By:   
RENDELL ROBINSON,  
Plaintiff *Pro Se*

Dated: Elmira, New York  
MAY 16, 2012

MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
*Attorney for Defendants*  
100 Church Street, Rm. 3-154  
New York, New York 10007  
(212) 442-6831

By:   
Rudyard W. Ceres  
Assistant Corporation Counsel

Dated: New York, New York  
MAY 15, 2012

SO ORDERED:

Dated: Brooklyn, New York  
May 16, 2012

s/Allyne R. Ross  
\_\_\_\_\_  
HONORABLE ALLYNE R. ROSS  
UNITED STATES DISTRICT JUDGE